

Joshua A. Sussberg, P.C.
Christopher Marcus, P.C.
Christine A. Okike, P.C.
Allyson B. Smith (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

)	
In re:)	Chapter 11
)	
VOYAGER DIGITAL HOLDINGS, INC., <i>et al.</i> , ¹)	Case No. 22-10943 (MEW)
)	
Debtors.)	(Jointly Administered)
)	

NOTICE OF FILING OF THIRD AMENDED PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on January 13, 2023, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an *Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing, (II) Conditionally Approving the Adequacy of the Debtors’ Disclosure Statement, (III) Approving (A) Procedures for Solicitation, (B) Forms of Ballots and Notices, (C) Procedures for Tabulation of Votes and (D) Procedures for Objections, and (IV) Granting Related Relief* (the “Disclosure Statement Order”) [Docket No. 861],² (a) authorizing the debtors and debtors in possession (collectively, the “Debtors”) to solicit votes for the *Third Amended Joint Plan of Voyager Digital Holdings, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as modified, amended, or supplemented from time to time, the “Plan”) [Docket No. 852]; (b) conditionally approving the *Second Amended Disclosure Statement Relating to the Third Amended Joint Plan of Voyager Digital Holdings, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”) [Docket No. 853] as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the Solicitation Packages; (d) approving procedures for soliciting, receiving, and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Voyager Digital Holdings, Inc. (7687); Voyager Digital Ltd. (7224); and Voyager Digital, LLC (8013). The location of the Debtors’ principal place of business is 33 Irving Place, Suite 3060, New York, NY 10003.

² Capitalized terms not otherwise defined herein shall have the meaning given to them in the Plan or Disclosure Statement Order, as applicable.

tabulating votes on the Plan and for filing objections to the Plan; and (e) scheduling the Combined Hearing.

PLEASE TAKE FURTHER NOTICE THAT on February 1, 2023, the above-captioned debtors and debtors-in-possession (the “Debtors”) filed the *Notice of Filing of Plan Supplement* [Docket No. 943], in support of the Plan.

PLEASE TAKE FURTHER NOTICE THAT on February 8, 2023, the Debtors filed the *Notice of Filing of First Amended Plan Supplement* (the “First Amended Plan Supplement”) [Docket No. 986], in support of the Plan.

PLEASE TAKE FURTHER NOTICE THAT on February 15, 2023, the Debtors filed the *Notice of Filing of Second Amended Plan Supplement* [Docket No. 1006] (the “Second Amended Plan Supplement”), in support of the Plan and as contemplated by the Plan and the Disclosure Statement Order.

PLEASE TAKE FURTHER NOTICE THAT the Debtors hereby file this third amended plan supplement (the “Third Amended Plan Supplement”), in support of the Plan and as contemplated by the Plan and the Disclosure Statement Order.

PLEASE TAKE FURTHER NOTICE THAT as contemplated by the Plan and the Disclosure Statement Order, the Third Amended Plan Supplement includes the following documents:

<u>Exhibit</u>	<u>Description</u>
A	Amended Schedule of Assumed Executory Contracts and Unexpired Leases
A-1	Redline of <u>Exhibit A</u> to <u>Exhibit A</u> of the Second Amended Plan Supplement
C	Customer Onboarding Protocol ³

PLEASE TAKE FURTHER NOTICE THAT the documents contained in the Third Amended Plan Supplement are integral to, and are considered part of, the Plan. If the Plan is approved, the documents contained in the Third Amended Plan Supplement will be approved by the Court pursuant to the Confirmation Order.

PLEASE TAKE FURTHER NOTICE THAT the Combined Hearing will commence on **March 2, 2023, at 10:00 a.m.**, prevailing Eastern Time, before the Honorable Michael E. Wiles, in the United States Bankruptcy Court for the Southern District of New York, located at One Bowling Green, New York, New York 10004.

³ Certain of the screenshot images in the Customer Onboarding Protocol in the First Amended Plan Supplement appeared slightly blurry. No changes were made to the Customer Onboarding Protocol, and Exhibit C is being refiled solely to include clearer images.

PLEASE TAKE FURTHER NOTICE THAT pursuant to the Court's General Order M-543, dated March 20, 2020 ("General Order M-543"), the Combined Hearing will be conducted telephonically. Parties wishing to participate in the Combined Hearing should do so by making arrangements through CourtSolutions LLC. Instructions to register for CourtSolutions LLC are attached to General Order M-543.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan or Disclosure Statement is **February 22, 2023, at 4:00 p.m. prevailing Eastern Time** (the "Objection Deadline"). Any objections to the relief sought at the Combined Hearing must: (a) be in writing; (b) conform to the Bankruptcy Rules and the Local Rules; (c) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be ***actually received*** on or before the Objection Deadline:

<i>Debtors</i>	
Voyager Digital Holdings, Inc. 33 Irving Place, Suite 3060 New York, NY 10003 Attention: Stephen Ehrlich and David Brosgol	
<i>Counsel to the Debtors</i>	<i>Counsel to the Committee</i>
Kirkland & Ellis LLP 601 Lexington Avenue New York, New York 10022 Attention: Joshua A. Sussberg; Christopher Marcus; Christine A. Okike; Allyson B. Smith	McDermott Will & Emery LLP One Vanderbilt Avenue New York, NY 10017 Attention: Darren Azman; Joseph B. Evans; Grayson Williams; Gregg Steinman
<i>United States Trustee</i>	
Office of the United States Trustee for the Southern District of New York U.S. Federal Office Building 201 Varick Street, Room 1006 New York, NY 10014 Attention: Richard Morrissey; Mark Bruh	

PLEASE TAKE FURTHER NOTICE THAT certain documents, or portions thereof, contained in the Third Amended Plan Supplement remain subject to ongoing review, revision, and further negotiation among the Debtors and interested parties with respect thereto. The Debtors reserve the right to alter, amend, modify, or supplement any document in the Third Amended Plan Supplement in accordance with the Plan at any time before the Effective Date of the Plan or any such other date as may be provided for by the Plan or by order of the Court; *provided* that if any document in the Third Amended Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the date of the Combined Hearing, the Debtors will file a blackline of such document with the Court.

PLEASE TAKE FURTHER NOTICE THAT copies of the Plan, the Disclosure Statement, the Disclosure Statement Order, and other pleadings filed in these chapter 11 cases are available free of charge by visiting the website of Stretto at <http://www.cases.stretto.com/Voyager>. You may also obtain copies of any pleadings by visiting the Court's website at <http://www.nysb.uscourts.gov/> in accordance with the procedures and fees set forth therein.

[Remainder of page intentionally left blank]

Dated: February 21, 2023
New York, New York

/s/ Joshua A. Sussberg

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Joshua A. Sussberg, P.C.

Christopher Marcus, P.C.

Christine A. Okike, P.C.

Allyson B. Smith (admitted *pro hac vice*)

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Facsimile: (212) 446-4900

Email: jsussberg@kirkland.com

cmarcus@kirkland.com

christine.okike@kirkland.com

allyson.smith@kirkland.com

Counsel to the Debtors and Debtors in Possession

Exhibit A

Amended Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor Name	Counterparty Name	Description of Contract	Cure Amount
1	Voyager Digital, LLC	Ada Support Inc.	ADA Services Agreement and Amendment #1	\$ 0.00
2	Voyager Digital, LLC	Amazon Web Services	AWS Customer Agreement	\$ 304,635.94
3	Voyager Digital, LLC	Amazon Web Services	AWS Service Terms	See above
4	Voyager Digital, LLC	Anchorage	Digital Bank Order Form	\$ 0.00
5	Voyager Digital Holdings, Inc.	Blockdaemon Inc.	Order Form	\$ 351.03
6	Voyager Digital Holdings, Inc.	Blockdaemon Inc.	Validator Agreement	See above
7	Voyager Digital, LLC	Coinbase, Inc.	Coinbase Prime Institutional Client Agreement	\$ 0.00
8	Voyager Digital, LLC	Coinbase Custody Trust Company, LLC	Custodial Services Agreement	\$ 0.00
9	Voyager Digital, LLC	CDW	CDW Customer Service Order Form Google Workspace	\$ 0.00
10	Voyager Digital, LLC	Chainalysis Inc.	Order Form	\$ 0.00
11	Voyager Digital Holdings, Inc.	Cloudflare	Enterprise Service Order Form	\$ 0.00
12	Voyager Digital Holdings, Inc.	Cloudflare	Insertion Order Form	See above
13	Voyager Digital, LLC	Concur Technologies, Inc.	Order Form	\$ 0.00
14	Voyager Digital, LLC	Copper Technologies (UK) Limited	Third Party Agreement	\$ 0.00
15	Voyager Digital, LLC	Copper Technologies (UK) Limited	Side Letter To Copper's Terms & Conditions — Crypto Asset Service	See above
16	Voyager Digital Holdings, Inc.	Datasite	Statement of Work	\$ 0.00
17	Voyager Digital, LLC	Dropbox	Dropbox Services Agreement	\$ 0.00
18	Voyager Digital Ltd.	Fireblocks Inc.	Fireblocks License Agreement	\$ 0.00
19	Voyager Digital Ltd.	Fireblocks Inc.	First Amendment to the Fireblocks License Agreement	See above
20	Voyager Digital, LLC	Fivetran	Service Order Form	\$ 0.00
21	Voyager Digital, LLC	GoDaddy	Universal Terms Of Service Agreement	\$ 0.00
22	Voyager Digital, LLC	Iterable	Enterprise Sales Order Form	\$ 35,423.46
23	Voyager Digital, LLC	JAMF	Software License And Services Agreement	\$ 0.00
24	Voyager Digital, LLC	MaestroQA	SaaS Services Order Form	\$ 0.00
25	Voyager Digital Holdings, Inc.	Network Redux LLC	Statement of Work	\$ 1,727.82
26	Voyager Digital, LLC	Oktta	Master Subscription Agreement	\$ 0.00
27	Voyager Digital, LLC	Oracle America, Inc.	Oracle Netsuite Fee Estimate	\$ 0.00
28	Voyager Digital Ltd.	Plaid Inc. (f.k.a. Plaid Technologies, Inc.)	Plaid Inc. Master Services Agreement	\$ 116,129.05
29	Voyager Digital Ltd.	Plaid Inc. (f.k.a. Plaid Technologies, Inc.)	Assets Addendum to the Master Services Agreement	See above
30	Voyager Digital Ltd.	Plaid Inc. (f.k.a. Plaid Technologies, Inc.)	Addendum to Master Services Agreement	See above
31	Voyager Digital, LLC	RECIPROCITY, INC.	Order Form	\$ 0.00
32	Voyager Digital, LLC	Segment.io, Inc	Order Form	\$ 0.00
33	Voyager Digital, LLC	Sift Science, Inc	Order Form	\$ 77,240.41
34	Voyager Digital, LLC	Slack Technologies, LLC	Order Form	\$ 0.00
35	Voyager Digital, LLC	Snowflake	Order Form	\$ 0.00
36	Voyager Digital, LLC	Socure Inc.	MSA & Amendments #1-7	\$ 1,717,180.00
37	Voyager Digital, LLC	Tableau Software, LLC	Tableau Purchase Authorization Form	\$ 0.00
38	Voyager Digital, LLC	Talos	Software Subscription Agreement	\$ 195,685.88
39	Voyager Digital Holdings, Inc.	ThoughtWorks, Inc.	Statement of Work and Subsequent Amendments	\$ 0.00
40	Voyager Digital Holdings, Inc.	ThoughtWorks, Inc.	Master Services Agreement	See above
41	Voyager Digital, LLC	TriNet HR III, Inc.	TriNet Technology Services Requisition Form	\$ 0.00
42	Voyager Digital Holdings, Inc.	TriNet HR III, Inc.	Consent to Assignment of TriNet Contract	See above
43	Voyager Digital, LLC	Twilio Inc.	Order Form	\$ 20,339.21
44	Voyager Digital, LLC	Usio, Inc. ¹	Automated Clearing House Services Agreement and Second through Fourth Amendments	\$ 3,700.00
45	Voyager Digital Holdings, Inc.	33 Irving Tenant LLC	WeWork New York and Subsequent Amendments	\$ 0.00
46	Voyager Digital, LLC	78 SW 7th Street Tenant LLC	WeWork Miami	See above
47	Voyager Digital Holdings, Inc.	150 4th Ave N Tenant LLC	WeWork Nashville	See above
48	Voyager Digital, LLC	Zendesk	Service Order Form	\$ 23,335.71

¹ The Debtors and Usio, Inc. have consensually agreed to extend the deadline by which the Debtors must assume or reject the contract with Usio, Inc. to March 10, 2023. *See Stipulation Between the Debtors and Usio, Inc. Regarding Assumption of Automated Clearing House Services Agreement* [Docket No. 1029], which is currently pending before the Court.

Exhibit A-1

Redline of Exhibit A to Exhibit A of the Second Amended Plan Supplement

No.	Debtor Name	Counterparty Name	Description of Contract	Cure Amount
1	Voyager Digital, LLC	Ada Support Inc.	ADA Services Agreement and Amendment #1	\$ 0.00
2	Voyager Digital, LLC	Amazon Web Services	AWS Customer Agreement	\$ 22304,6135.94 04
3	Voyager Digital, LLC	Amazon Web Services	AWS Service Terms	See above
4	Voyager Digital, LLC	Anchorage	Digital Bank Order Form	\$ 0.00
5	Voyager Digital Holdings, Inc.	Blockdaemon Inc.	Order Form	\$ 351.03
6	Voyager Digital Holdings, Inc.	Blockdaemon Inc.	Validator Agreement	See above
7	Voyager Digital, LLC	Coinbase, Inc.	Coinbase Prime Institutional Client Agreement	\$ 0.00
8	Voyager Digital, LLC	Coinbase Custody Trust Company, LLC	Custodial Services Agreement	\$ 0.00
9	Voyager Digital, LLC	CDW	CDW Customer Service Order Form Google Workspace	\$ 0.00
10	Voyager Digital, LLC	Chainalysis Inc.	Order Form	\$ 0.00
11	Voyager Digital Holdings, Inc.	Cloudflare	Enterprise Service Order Form	\$ 0.00
12	Voyager Digital Holdings, Inc.	Cloudflare	Insertion Order Form	See above
13	Voyager Digital, LLC	Concur Technologies, Inc.	Order Form	\$ 0.00
14	Voyager Digital, LLC	Copper Technologies (UK) Limited	Third Party Agreement	\$ 0.00
15	Voyager Digital, LLC	Copper Technologies (UK) Limited	Side Letter To Copper's Terms & Conditions — Crypto Asset Service	See above
16	Voyager Digital Holdings, Inc.	Datasite	Statement of Work	\$ 0.00
17	Voyager Digital, LLC	Dropbox	Dropbox Services Agreement	\$ 0.00
18	Voyager Digital Ltd.	Fireblocks Inc.	Fireblocks License Agreement	\$ 0.00
19	Voyager Digital Ltd.	Fireblocks Inc.	First Amendment to the Fireblocks License Agreement	See above
20	Voyager Digital, LLC	Fivetran	Service Order Form	\$ 0.00
21	Voyager Digital, LLC	GoDaddy	Universal Terms Of Service Agreement	\$ 0.00
22	Voyager Digital Ltd.	Goodbay Technologies, Inc.	Client Services Agreement	\$ 63,011.00
23 2	Voyager Digital, LLC	Iterable	Enterprise Sales Order Form	\$ 35,423.46
24 3	Voyager Digital, LLC	JAMF	Software License And Services Agreement	\$ 0.00
25 4	Voyager Digital, LLC	MaestroQA	SaaS Services Order Form	\$ 0.00
26 5	Voyager Digital Holdings, Inc.	Network Redux LLC	Statement of Work	\$ 1,727.82
27 6	Voyager Digital, LLC	Okta	Master Subscription Agreement	\$ 0.00
28 7	Voyager Digital, LLC	Oracle America, Inc.	Oracle Netsuite Fee Estimate	\$ 0.00
29 8	Voyager Digital Ltd.	Plaid Inc. (f.k.a. Plaid Technologies, Inc.)	Plaid Inc. Master Services Agreement	\$ 10016,000129.00 5
30 29	Voyager Digital Ltd.	Plaid Inc. (f.k.a. Plaid Technologies, Inc.)	Assets Addendum to the Master Services Agreement	See above
31 0	Voyager Digital Ltd.	Plaid Inc. (f.k.a. Plaid Technologies, Inc.)	Addendum to Master Services Agreement	See above
32 1	Voyager Digital, LLC	RECIPROCITY, INC.	Order Form	\$ 0.00
33 2	Voyager Digital, LLC	Segment.io, Inc	Order Form	\$ 0.00
34 3	Voyager Digital, LLC	Sift Science, Inc	Order Form	\$ 77,240.41
35 4	Voyager Digital, LLC	Slack Technologies, LLC	Order Form	\$ 0.00
36 5	Voyager Digital, LLC	Snowflake	Order Form	\$ 0.00
37 6	Voyager Digital, LLC	Socure Inc.	MSA & Amendments #1-7	\$ 1,4717,1804,493.3 800
38 7	Voyager Digital, LLC	Tableau Software, LLC	Tableau Purchase Authorization Form	\$ 0.00
39 8	Voyager Digital, LLC	Talos	Software Subscription Agreement	\$ 195,685.88
40 39	Voyager Digital Holdings, Inc.	ThoughtWorks, Inc.	Statement of Work and Subsequent Amendments	\$ 0.00
41 0	Voyager Digital Holdings, Inc.	ThoughtWorks, Inc.	Master Services Agreement	See above
42 1	Voyager Digital, LLC	TriNet HR III, Inc.	TriNet Technology Services Requisition Form	\$ 0.00
43 2	Voyager Digital Holdings, Inc.	TriNet HR III, Inc.	Consent to Assignment of TriNet Contract	See above
44 3	Voyager Digital, LLC	Twilio Inc.	Order Form	\$ 20,339.21
45 4	Voyager Digital, LLC	Usio, Inc. ¹	Automated Clearing House Services Agreement and Second through Fourth Amendments	\$ 3,700.00
46 5	Voyager Digital Holdings, Inc.	33 Irving Tenant LLC	WeWork New York and Subsequent Amendments	\$ 0.00
47 6	Voyager Digital, LLC	78 SW 7th Street Tenant LLC	WeWork Miami	See above
48 7	Voyager Digital Holdings, Inc.	150 4th Ave N Tenant LLC	WeWork Nashville	See above
49 8	Voyager Digital, LLC	Zendesk	Service Order Form	\$ 23,335.71

¹ The Debtors and Usio, Inc. have consensually agreed to extend the deadline by which the Debtors must assume or reject the contract with Usio, Inc. to March 10, 2023. See Stipulation Between the Debtors and Usio, Inc. Regarding Assumption of Automated Clearing House Services Agreement [Docket No. 1029], which is currently pending before the Court.

Exhibit C

Customer Onboarding Protocol¹

¹ Certain of the screenshot images in the Customer Onboarding Protocol in the First Amended Plan Supplement appeared slightly blurry. No changes were made to the Customer Onboarding Protocol, and this Exhibit C is being refiled solely to include clearer images.

Customer Onboarding Protocol

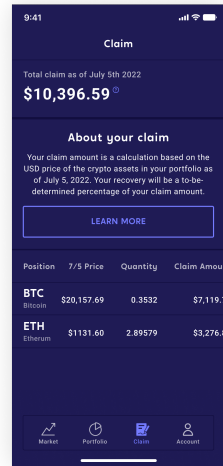
Voyager Digital, LLC to BAM Trading Services Inc. (d/b/a Binance.US)

Timeline

Phase	Claims Portal Live	Early Opt In	Post-Closing Assets Available	Post-Expiration
Data	<i>No transfer of customer data</i>	<i>Data of customers who opt in to early transfer sent on daily basis</i>	<i>All remaining customers' data transfers</i>	<i>Migration period expires</i>
Est. Date	5 Jan 2023	On or around 1 Feb 2023	On or around 16 Mar	3-6 mos. after closing, depending on jurisdiction

Experience

Voyager customers will go through 4 distinct phases pending the closing of the asset purchase agreement between Voyager and Binance.US.

<p>Phase 1: Claims Portal</p> <p>Go-live date: Already live</p> <p>Description: Voyager app will begin showing a screen to customers that will give them details about their claim including the USD value of their assets as of July 5, 2022.</p>	
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------

Phase 2: Pre-Closing Data Transfer Opt-In

Go-live date: First week of February 2023 (*tentative*)

In the Voyager app and via email, Voyager will inform customers of the asset purchase agreement Voyager entered into with Binance.US and announce that they will gain access to their cryptocurrency distributions on the Binance.US platform once the Binance.US purchase transaction closes.

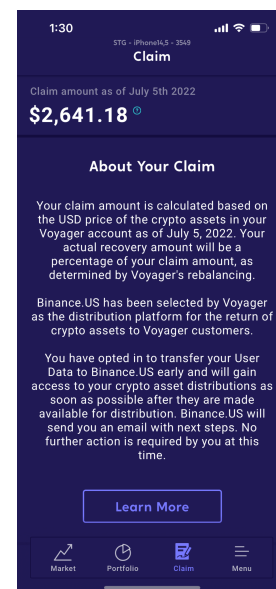
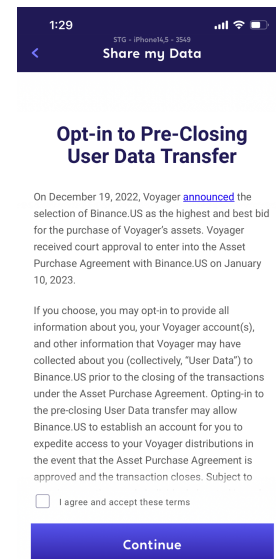
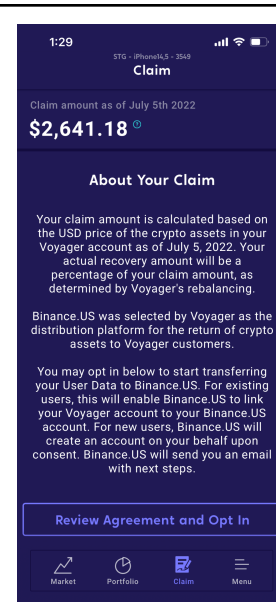
Customers will be encouraged to start the process of connecting their existing Voyager account with a Binance.US account in order to facilitate these distributions. In order to do this, customers will need to consent to transferring their data to Binance.US before the closing of the transaction, which they will be able to do in the Voyager app. Customers will also be presented with a link to the Binance.US privacy policy, which will apply to their data after it transfers.

Once the customer consents, Voyager will share their data with Binance.US using a secured protocol. Voyager may periodically share customers' data with Binance.US in batches.

Binance.US will perform quality control checks on the data to ensure it is parsed, validated and meets Binace.US' KYC standards.

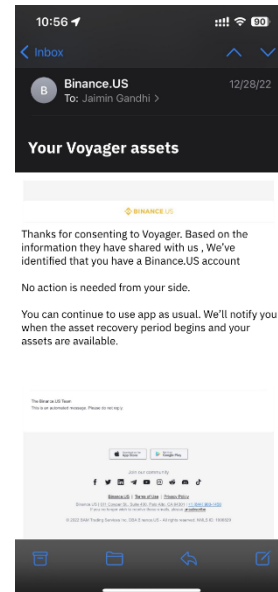
Binance.US will then check customers' data (SSN and date of birth) against its own existing customers to see if the Voyager customer already has an account with Binance.US.

Once these checks have been performed, customers whose data has been validated will either be notified that they already have an existing Binance.US account, or that they need to open a new Binance.US account, in accordance with the flows below.



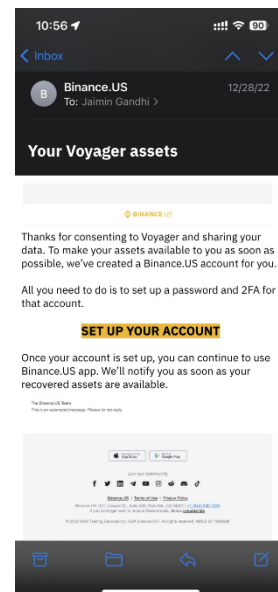
Case 1: For customers who already have a Binance.US account:

If a customer has an account with Binance.US, they will get an email from Binance.US saying no further action is necessary from their side.



Case 2: For customers who do not have a Binance.US account:

If a customer does not have an account with Binance.US, they will receive an email invitation from Binance.US asking them to set-up an account. This email invitation will have a special link that will expedite Binance.US account creation. The link will take the customer to a Binance.US account creation flow where they will choose a password, accept the Binance.US terms of use and privacy policy, and verify (using SMS) the phone number that was registered with Voyager. All other customer profile data (SSN, date of birth, address, picture of an ID if present, etc.) will automatically be saved to their account.



Case 3: Special Cases:

There will be some special cases where the data sent by Voyager may not match what Binance.US has (e.g., date of birth for the same SSN is different, an email or phone number is registered with a different person, etc.). Binance.US will handle these special cases separately by redoing their Know Your Customer check, verifying their information using uploaded ID documents, or interacting directly with the customer if needed.

Certain users may reside in states where Binance.US is still working on securing the requisite licensing or authorization to operate (i.e., Hawaii, New York, Texas, and Vermont). Binance.US will not open accounts for customers who reside in these states until the required license or authorization is received.

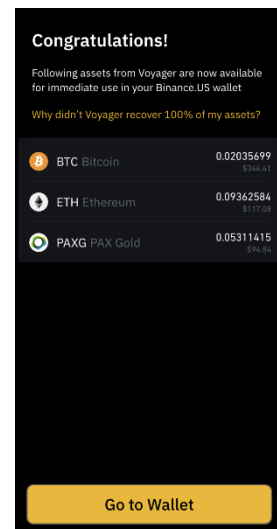
Regardless of which of the 3 cases above applies, once an account is connected (using SSN and date of birth), there is no action necessary from the customer. The customer may choose to immediately begin using Binance.US for currently available services in their region; however, they will not be able to access their Voyager distributions until the transaction closes.

Phase 3: After the asset purchase agreement between Binance.US and Voyager closes and distributions are sent by Voyager to Binance.US

Go-live date: March 2023 (*tentative*)

Case 1: For customers who have opted in to the pre-closing transfer of their data and whose accounts are already linked (Cases 1 and 2 in Phase 2 above)

When the asset purchase agreement closes, Binance.US will receive distributions of cryptocurrency from Voyager in respect of customers who have already linked their Voyager accounts to their Binance.US accounts, and will make these distributions available to those customers in their Binance.US accounts within five business days of receiving those distributions. Customers will receive a notification / email when their distributions are available. At that point they may go to their Binance.US wallet and see the details of their distributions.



Case 2: For customers who have not opted in to the pre-closing transfer of their data

Voyager will send their data (such as SSN, date of birth, address, picture of an ID if present, etc.) to Binance.US upon the closing of the asset purchase agreement. As described in Phase 2 above, Binance.US will check this data (SSN and date of birth) against its own existing customers to see if the Voyager customer already has an account with Binance.US.

For customers who have Binance.US accounts, no further action is required. Binance.US will notify Voyager that such customer has an existing Binance.US account, and Voyager will send to Binance.US the distribution allocable to such customer. Binance.US will make such customers' distributions available to those customers in their Binance.US accounts within five business days of receiving those distributions.

Customers who do not have a Binance.US account as of this date will be sent an email asking them to set-up an account. The link will take the customer to a Binance.US account creation flow where they will choose a password, accept the Binance.US terms of use and privacy policy, and verify (using SMS) the phone number that was registered with Voyager. All other customer information profile data (SSN, date of birth, address, picture of an ID if present, etc.) will be automatically saved to their account. After a customer has accepted the Binance.US terms of use and privacy policy and verified their phone number, Binance.US will notify Voyager that such customer has opened a Binance.US account, and Voyager will send to Binance.US the distributions allocable to such customers. Binance.US will make such customers' distributions available to those customers in their Binance.US accounts within five business days of receiving those distributions.

Case 3: Special Cases

Customer takes no action

For customers that do not have a Binance.US account and have not created one following the closing of the purchase transaction, Binance.US will ask these customers to take action via email.

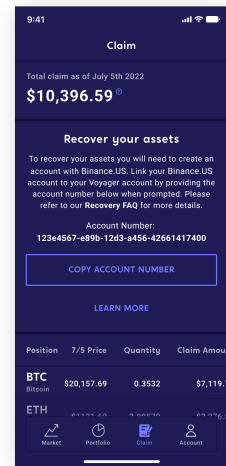
Customer is from unsupported states

If Binance.US receives a required license or authorization in an unsupported state (i.e., Hawaii, New York, Texas and Vermont) within 6 months of the closing of the asset purchase agreement, Binance.US will follow the procedures for customers who do not have previously existing Binance.US accounts, as described in Case 2 above.

To the extent Binance.US does not receive the required licensing and/or authorization to operate in the unsupported states within 6 months from the closing of the asset purchase agreement, Voyager will convert the distributions allocable to such customers to cash and will distribute them separately.

Customer account has data issue / suspected fraud

There will be some special cases where the data sent by Voyager may not match what Binance.US has. (e.g., date of birth for the same SSN is different, an email or phone number is registered with a different person, etc.). Binance.US will handle these special cases separately by redoing their Know Your Customer check, verifying their information using uploaded ID documents, or interacting directly with the customer if needed. Voyager app will show a 30-digit account number during phase 3. This may be used by Binance.US to verify ownership of assets on Voyager.



Phase 4: Post-expiration

For customers who have not accepted the Binance.US terms of use and privacy policy and otherwise taken necessary action to open an account, if required, by 3 months following the closing of the asset purchase agreement, Binance.US will liquidate their cryptocurrency distributions and deliver the resulting cash to Voyager for distribution in accordance with Voyager's bankruptcy plan.

This time period will be extended to 6 months for users in unsupported jurisdictions (i.e., Hawaii, New York, Texas and Vermont).

